

**IN THE COURT OF JUDGE, COMMERCIAL COURT (SENIOR CIVIL  
JUDGE CADRE), COIMBATORE**

**PRESENT: THIRU.C.B.VEDAGIRI, B.PHARM, MS-IT (AUS), L.L.M., Judge**  
Commercial Court, (Senior Civil Judge Cadre)  
Coimbatore

Dated this the 10<sup>th</sup> Day of March 2026, Tuesday

***C.O.S. No. 963 of 2024***

***(CNR.No.TNCB23-000159-2024)***

Canara Bank,  
Ramanathapuram Branch,  
Coimbatore.  
Rep by Senior Manager

**...Plaintiff**

**//Vs//**

1. K. A. Krishna Ghee Store  
Rep by its Proprietor Mrs. Kamalavali D
2. D. Kamalavali

**...Defendants**

This Original Suit came up before me for final hearing in the presence of Ms. M Amsaveni, Advocate for the plaintiff bank and the defendants having remained *ex parte* on **04.09.2025** and upon hearing the counsel for the Plaintiff and perusing the materials available in the case records and having stood over this case for consideration till this date this court delivered the following...

## **JUDGMENT**

The Suit has been filed by the Plaintiff bank against the defendants for the relief of recovery of Sum of **Rs.3,63,004/-** (Round off) due as on 30.05.2023 for the loan account number 5831768000107 and sum of **Rs.59,379/-** (Round off) due as on 22.05.2023 for the loan account number 5831755000040, total outstanding amount of **Rs.4,22,383/-** (Round off) together with subsequent interest at the contractual rate of 12.90% per annum with 2.00% of overdue interest and future interest from the date of suit till the date of realization with cost to the plaintiff.

**1. The Plaintiff averments which are found essential for the Disposal of the suit is that:-**

The Suit has been filed by the Plaintiff Bank against the Defendants. The 1<sup>st</sup> defendant is a Proprietorship concern and 2<sup>nd</sup> defendant is a proprietor of 1<sup>st</sup> defendant. The defendants had borrowed the loans from the plaintiff bank and defaulted in making repayment of loans. The Loan particular is as follows:

Sl. No.	Loan Name/Purpose	Loan Date	Loan Amount	Agreed Rate of Interest	Total Due Amount to the bank as on 30.05.2023 & 22.05.2023
1	MSME Term Loan (60 months)	08.01.2018	Rs.4,75,000/-	9.50%	<b>Rs.3,63,004/-</b>
2.	GECL Facility (48 months)	19.06.2020	Rs.55,000/-	7.50%	<b>Rs.59,379/-</b>
				Totally	<b>Rs.4,22,383/-</b>

For the above loans the defendants had executed necessary documents to the plaintiff bank. After availing the loan amounts the defendants have not come forward to repay the balance outstanding amounts. Based on the documents and account statement, the plaintiff bank has come up with the suit for the above mention relief against the defendants.

2. The notice was issued to the defendants through court and post. The court summons to the defendants was returned as “Shop not function in this Address” and “No Residence” and the postal summons to the defendants was returned as “No such Door Number in above street” and “Addressee Left”. Further private notice to the defendants was returned as “No such Door Number in Nanjundapuram” and “Addressee Left”. Hence substituted service by paper publication for defendants was effected on **11.08.2025**. Since the defendants have not turned up on **04.09.2025**, the defendants were set *exparte* on **04.09.2025**.

**3. Point for determination:**

Whether the plaintiff is entitled for recovery of suit amount as prayed for?

4. On the side of the plaintiff, the Plaintiff’s Bank present manager was examined as PW1 and the documents from Ex.A1 to Ex.A18 were marked through PW1. Statement of Truth was filed by the Plaintiff. Oral argument was heard through **video conference** and the plaintiff didn’t file any written submission and the suit is taken up for Judgment with the available records.

**5. Point:**

The plaintiff is the bank. The plaintiff bank has filed the suit for recovery of money from the defendants. The 1<sup>st</sup> defendant is a business concern in the name and style of “K A Krishna Ghee Store” and the 2<sup>nd</sup> defendant is a proprietor of the 1<sup>st</sup> defendant firm. The 2<sup>nd</sup> defendant had approached the plaintiff bank for availing loan facility for purchasing of Ghee products vide Loan Application in Ex.A1 dated 05.01.2018. The plaintiff bank had sanctioned the Term Loan facility under MSME Scheme to the defendants for a sum of Rs.4,75,000/- with the interest at the rate of 9.50% per annum under the loan account number 5831768000107 vide Sanction Memorandum in Ex.A2 dated 08.01.2018. Subsequently the defendants had executed the Agreement cum Deed of Hypothecation document in favour of the plaintiff bank vide Ex.A3 dated 08.01.2018 and agreed to repay the loan amount in 60 equated monthly instalments as per records. It is from the records that the 2<sup>nd</sup> defendant had

also availed the additionally GECL Loan facility from the plaintiff bank for a sum of Rs.55,000/- with interest at the rate of 7.50% per annum under the loan account number 5831755000040 for his business purposes vide Promissory Note and Sanction Memorandum in Ex.A4 and Ex.A5 dated 19.06.2020 respectively. It is urged that the defendants had also executed the necessary loan documents in favour of the plaintiff bank vide Ex.A6 to Ex.A10 dated 19.06.2020 respectively and agreed to repay the loan amount in 48 equated monthly instalments as per records. It is contented that the 2<sup>nd</sup> defendant became very irregular in repayment of the loan amount inspite of repeated demands made by the plaintiff bank and the 2<sup>nd</sup> defendant failed to pay the monthly instalments regularly as per the loan agreement. It was urged that the 2<sup>nd</sup> defendant never cared to repay the outstanding balance loan amount, thereby the plaintiff bank has issued a notice to the defendants vide Ex.A13 dated 02.05.2022, the said notice was received vide Acknowledgement Card in Ex.A14 dated 05.05.2022 and it is the case of the plaintiff bank that the defendants has to repay the loan amount for sum of **Rs.3,63,004/-** (Round off) for MSME Term Loan as on **30.05.2023** and a sum of **Rs.59,379/-** (Round off) for GECL Loan facility as on **22.05.2023**, thus the totalling to a sum of **Rs.4,22,383/-** (Round off). It is from the records that the plaintiff bank has initiated Pre – Institution Mediation in PIM No. 373/2023 on 02.08.2023 before Coimbatore District Legal Service Authority and it was treated as Non – Starter vide Report in Ex.A17 dated 15.11.2023. Since the defendants has not repaid the loan amounts as agreed, thus the present suit is instituted by the plaintiff bank for the recovery of outstanding loan amounts based on the **Ex.A15** and **Ex.A16** account statements.

**6.** This court refers to the provision under **Sec.2(c)(i) of the Commercial Courts Act, 2015** hereunder:

*(c) "commercial dispute" means a dispute arising out of-*

*(i) ordinary transactions of merchants, bankers, financiers and traders such as those relating to mercantile documents, including enforcement and interpretation of such documents;*

and that the first category referred, includes disputes of ordinary transactions of merchants, bankers, financiers and traders such as those relating to mercantile documents including enforcement and interpretation of such documents. The definition naturally will cover the dispute of all kinds of ordinary transactions of merchants, bankers, financiers and traders. The banks are established under Banking Regulation Act for the purpose of business and commerce, naturally all transaction of bank about giving of loans, recovery thereof, deposits in banks etc., should fall within the category of commercial dispute. The specified value thereof is more than Rs.3,00,000/-. So the facts pleaded before this court in the present plaint comes under the commercial dispute.

7. The next question which this court would like to answer is whether the dispute which is stated *supra* comes under the jurisdiction of commercial court. Thus, this court refers to **Sec.6 of Commercial Courts Act, 2015** which reads like this:

***Jurisdiction of Commercial Court.***

*6. The Commercial Court shall have jurisdiction to try all suits and applications relating to a commercial dispute of a Specified Value arising out of the entire territory of the State over which it has been vested territorial jurisdiction.*

*Explanation.-For the purposes of this section, a commercial dispute shall be considered to arise out of the entire territory of the State over which a Commercial Court has been vested jurisdiction, if the suit or application relating to such commercial dispute has been instituted as per the provisions of sections 16 to 20 of the Code of Civil Procedure, 1908 (5 of 1908).*

8. From the above provision it is very much clear that the commercial court shall have the jurisdiction to try all suits and applications relating to **commercial dispute**. Now, the question is whether this court having the pecuniary jurisdiction to adjudicate the matter which is in dispute. Thus, this court drawn its attention on Sec.3 of Commercial Courts Act, 2015 which reads like this:

***Section 3: Constitution of Commercial Courts.***

3. (1) The State Government, may after consultation with the concerned High Court, by notification, constitute such number of Commercial Courts at District level, as it may deem necessary for the purpose of exercising the jurisdiction and powers conferred on those Courts under this Act:

2[Provided that with respect to the High Courts having ordinary original civil jurisdiction, the State Government may, after consultation with the concerned High Court, by notification, constitute Commercial Courts at the District Judge level:

Provided further that with respect to a territory over which the High Courts have ordinary original civil jurisdiction, the State Government may, by notification, specify such pecuniary value which shall not be less than three lakh rupees and not more than the pecuniary jurisdiction exercisable by the District Courts, as it may consider necessary.]

3[(1A) Notwithstanding anything contained in this Act, the State Government may, after consultation with the concerned High Court, by notification, specify such pecuniary value which shall not be less than three lakh rupees or such higher value, for whole or part of the State, as it may consider necessary.]

9. The above provision is very much clear that by virtue of the notification specified the pecuniary value of this court which shall not be less than Rs.3,00,000/-. Admittedly, the plaintiff bank in the plaint itself has stated that the defendants have to pay a due sum of **Rs.4,22,383/- (Round off)** with interest and the plaintiff has filed

the instant suit against the defendants on **27.02.2024** i.e., after the amendment of Commercial Courts Act, 2018.

**10.** Prior to the amendment, the pecuniary jurisdiction of the commercial court is of Rs.1 Crore and above, but by virtue of the amendment of Commercial Courts Act, the pecuniary jurisdiction of the commercial court shall not be less than Rs.3,00,000/-. So this court is having the pecuniary jurisdiction to adjudicate the matter which is in dispute by virtue of the provisions which are stated *supra*.

**11.** This court considered the plaint averments, Chief examination of the plaintiff, and the documents filed in support thereof. From the documents it is clear that the defendants have availed the 2 loans from the plaintiff bank on **08.01.2018 and 19.06.2020**. Further the plaintiff bank has classified the loan accounts as NPA on **30.04.2022**. The suit is instituted on **27.02.2024** and e-filed on **24.02.2024**. Though the plaintiff bank claims that the 2<sup>nd</sup> defendant has executed the alleged Acknowledgement of Debt and Security dated **19.02.2020 and 10.02.2022** *vides Ex.A11 and Ex.A12* respectively, it is from the record that the alleged AOD vide Ex.A11 dated 19.02.2020 has been executed by the husband of the 2<sup>nd</sup> defendant, Devendran, who is not a party to the *lis*. Taking into account of the AOD vide Ex.A12 dated 10.02.2022 having been executed by the 2<sup>nd</sup> defendant on behalf of the 1<sup>st</sup> defendant firm and also taking into account of the last payment made by the defendants on **29.04.2022** **vide Account Statement in Ex.A16**, this court is of the considered view that the suit is filed within the Limitation Period. The claim of the plaintiff is based on the Account Statement and the entries in the Account Statement as maintained by the plaintiff bank during the normal course of the business. From the entries in the Account Statements, it could be perceived that the Suit Amount of **Rs.3,63,004/- (Round off)** for MSME Term Loan as on **30.05.2023** vide *Ex.A16* and the Suit Amount of **Rs.59,379/- (Round off)** for GECL Loan facility as on **22.05.2023** vide *Ex.A15* thus totalling to a sum of **Rs.4,22,383/- (Round off)** is the outstanding amounts to be paid by the defendants to the plaintiff bank

along with interest. As per the Bankers Book of Evidence Act, 1891 the account Statements maintained by the Bank in the normal course of business is primary evidence.

12. From the oral and documentary evidence of the plaintiff bank, it is proved that the defendants are liable to pay the suit claim with subsequent interest. Hence the plaintiff bank is entitled to succeed the claim. Since the defendants have been proceeded exparte in this matter, the oral as well as documentary evidence led by plaintiff remain unchallenged and uncontroverted. I find no ground to disbelieve the testimony of plaintiff. Documentary evidences led by plaintiff deserve to be accepted on their face value. The undisputed pleading of the plaint and the evidence of the plaintiff would make this court believe the entire case of the plaintiff. Hence I hold that the plaintiff is entitled for recovery of the money as prayer for.

13. Accordingly, in view of the unchallenged and uncontroverted testimony of the plaintiff, this court is of considered stand that the plaintiff is entitled for the recovery of the Suit sum of **Rs.3,63,004/- (Round off)** with future interest at the rate of **9.80%** per annum for MSME Term Loan and the Suit sum of **Rs.59,379/- (Round off)** with future interest at the rate of **9.25%** per annum for GECL Loan facility thus was totalling to a sum of **Rs.4,22,383/- (Round off)** from the date of suit till the date of decree and thereafter at the rate of **6%** per annum till the date of realization and with cost from the defendants.

***In the result, the Suit is decreed that the plaintiff is entitled for relief of recovery of sum of Rs.4,22,383/- (Round off) (Rupees Four Lakhs Twenty Two Thousand Three Hundred and Eighty Three Only), of which the plaintiff is entitled for the relief of recovery of sum of Rs.3,63,004/- (Round off) with future interest at the rate of 9.80% per annum for MSME Term Loan and a sum of Rs.59,379/- (Round off) with future interest at the rate of 9.25% per annum for GECL Loan facility from the date of suit till the date of decree and thereafter at the rate of 6% per annum till the date of realization and with cost from the defendants.***

Typed directly into the Computer by Typist, corrected, printed out and pronounced by me in the open court on this, 10<sup>th</sup> Day of March, 2026

Judge  
Commercial Court  
(Senior Civil Judge Cadre  
Coimbatore)

**I. List of Plaintiff side Witness:**

1. PW1 – N PIRAMANAYAGAM (Branch Manager, Plaintiff Bank)

**II. List of Plaintiff side Exhibits:**

1	Ex.A1	05.01.2018	Loan Application	Original
2	Ex.A2	08.01.2018	Sanction Memorandum	Original
3	Ex.A3	08.01.2018	Agreement cum deed of Hypothecation (NF 855)	Original
4	Ex.A4	19.06.2020	Promissory Note	Original
5	Ex.A5	19.06.2020	Sanction Memorandum	Original
6	Ex.A6	19.06.2020	Agreement cum deed of Hypothecation	Original
7	Ex.A7	19.06.2020	Take Delivery Note	Original
8	Ex.A8	19.06.2020	Appendix – I	Original
9	Ex.A9	19.06.2020	Process Note	Original
10	Ex.A10	19.06.2020	Undertaking letter from the borrower	Original
11	Ex.A11	19.02.2020	Acknowledgement of Debt and	Original

*Security*

- |    |        |            |   |          |
|----|--------|------------|---|----------|
| 12 | Ex.A12 | 10.02.2022 | Acknowledgement of Debt and Security (2 Nos)                | Original |
| 13 | Ex.A13 | 02.05.2022 | Notice to the Defendants                                    | Original |
| 14 | Ex.A14 | 05.05.2022 | Acknowledgement Card  | Original |
| 15 | Ex.A15 | 19.06.2023 | Statement of Account for the Loan Account No. 5831755000040 | Original |
| 16 | Ex.A16 | 19.06.2023 | Statement of Account for the Loan Account No. 5831768000107 | Original |
| 17 | Ex.A17 | 15.11.2023 | Non Starter Report  | Original |
| 18 | Ex.A18 | 22.09.2006 | Power of Attorney   | Copy     |

III. List of Defendant side Witnesses:

-Nil-

IV. List of Defendant side Exhibits:

-Nil-

Judge  
Commercial Court  
(Senior Civil Judge Cadre)  
Coimbatore

*Fair / Draft Judgment,  
C.O.S.963/2024.  
Date: 10.03.2026.  
SCJ, CBE.*